REQUEST FOR QUOTATION (This is NOT an Order) This RFQ Is is is not a small I			t a small business s	set-as	ide			Page	1 Of 30		
1. Request No.		ate Issued	3. Requisition/Purchas	e Reo	uest No.	4. C	Cert For Nat D	ef. Under BDS	A .	Rating	<u> </u>
DAAE20-03-T-0208		2003MAY13	See Scl				Reg. 2 and/or D				DOA5
5A. Issued By			MEDITO				6. Deliver by	(Date)	-		
TACOM-ROCK ISLAN AMSTA-LC-CSC-C	ND		W52H09					See Sc	hedule		
ROCK ISLAND IL	61299-7630						7. Delivery				
							Птоп		TI OU		
							FOB Destination	n	X Otl	ner	
5B. For Information	Call: (Name	and telephone	no.) (No collect calls)				20000000	, 			
BARBARA FOLEY		309)782-254	7								
8. To: Name and Ad		ng Zin Code					9 Destination	n (Consignee a	nd addre	occ in	cluding
or rot runic und ru	ur ess, meruur	ng zip couc					Zip Code)	i (consignee u	iia uaar	255, 111	ciuuiig
								See Sc	hedule		
10. Please Furnish (Quotations to	IMPORTA	NT: This is a request fo	r info	ormation, and quo	tation	ns furnished a	re not offers.	If you ar	re una	ble to quote,
the Issuing Office in			cate on this form and re								
or Before Close of B (Date)	usiness		sts incurred in the prep re of domestic origin unlo								
2003JUI	N13		uest for Quotation must				otti. Any mt	i pi ctations an	d/or cer	iiicati	ons attached
		1:	1. Schedule (Include app	licabl	e Federal, State, a	nd lo	cal taxes)				
Item Number		Supplies	s/Services		Quantity		Unit	Unit Pri	ice		Amount
(a)			b)		(c)		(d)	(e)			(f)
		(See Sc	chedule)								
		(BCC BC	incutic)								
							_				
12. Discount For Pro	ompt Payment	t	a. 10 Calendar Days		b. 20 Calendar Da	•	c. 30 Cale	endar Days			dar Days
			%			%		%	Numl	ber	Percentage
NOTE: Additional	provisions and	l representatio	ons are are not	attacl	hed.		1		I		
13. Name and Addre	ess of Quoter (Street, City, C	County, State and	14. 5	Signature of Perso	n Aut	thorized to Sig	n	15. Date	of Qu	otation
Zip Code)				•	Quotation						
							16. S	igner			
				a. N	ame (Type or Prin	ıt)					phone
				_					Area Co		_
				c. T	itle (Type or Print))			Number		
AUTHORIZED FOI	R LOCAL RE	PRODUCTIO	N .				Stand	lard Form 18 (Rev. 8-9	5)	

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-T-0208

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Name of Offeror or Contractor:

SUPPLEMENTAL	TNEODMATION

- 1. REQUEST FOR QUOTATION REMAIN VALID FOR 90 DAYS.
- 2. DATAFAX NUMBER AMSTA-LC-CSC-C IS 309-782-0241.
- 3. REQUEST YOU CERTIFY TO CLAUSES: KF6014, KF7003, KF7057, KF7020 AND KA7702.
- 4. PLEASE PROVIDE YOUR DUNS NUMBER: __
- 5. PLEASE PROVIDE YOUR CARD OR FSCM CODE:
- 6. A 100% EVALUATED OPTION PROVISION IS INCLUDED, WHICH IF EXERCISED, THE TOTAL QUANTITY FOR CLIN 0001 WOULD BE 7,200 EACH AND CLIN 0002 WOULD BE 2,000 EACH.
- 7. THE PRICE FOR THE BASIC QUANTITY WILL BE PROVIDED IN SECTION B OF THIS SOLICITATION AND IS FOB DESTINATION.
- 8. ORIGIN TRANSPORTATION CLAUSES APPLY TO THE OPTION QUANTITY ONLY.

*** END OF NARRATIVE A 001 ***

AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE U.S. GOVERNMENT TO BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER.

FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES, THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES.

*** END OF NARRATIVE A 002 ***

YOU ARE NOTIFIED THAT AWARD WILL BE BASED ON PRICE ALONE.

*** END OF NARRATIVE A 003 ***

Regulatory Cite Title Date

- NOTICE TO OFFERORS USE OF CLASS I OZONE-DEPLETING SUBSTANCES JUL/1993
- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-T-0208

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Name of Offeror or Contractor:

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:

CONTINUATION SHEET

- 1. has inappropriate requirements; or
- 2. needs streamlining; or
- 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3224

Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S)

lieu of military or Federal specifications and standards cited in this solicitation.

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4 52.211-4506 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL TACOM-RI SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI MILITARY/FEDERAL LOCATION OF FACILITY ACO
SPEC/STANDARD REQUIREMENT

CONTINUATION SHEET	Reference No. of Document	Page 4 of 30	
CONTINUATION SHEET	PIIN/SIIN DAAE20-03-T-0208	MOD/AMD	REPRINT
Name of Offeror or Contractor:			

- (c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
 - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN PRICE \$ CLIN PRICE \$	CLIN	 PRICE	\$
CLIN PRICE \$	CLIN	 PRICE	\$
	CLIN	PRICE	\$
CLIN PRICE \$	CLIN	PRICE	\$

(End of clause)

(AS7008)

5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED TACOM-RI

FEB/2002

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/).
- 2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
 - 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

(AS7004)

6 52.233-4503 TACOM-RI AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680

Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-T-0208 MOD/AMD

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 1095-00-223-7164 FSCM: 19204 PART NR: 8448476 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV	3600	EA	\$	\$
	NOUN: SCABBARD, BAYONET-KN PRON: M131S503M1 PRON AMD: 01 AMS CD: 070011HFAG4				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H093064A159 W25G1U J 1 DEL REL CD QUANTITY DEL DATE 001 3,600 31-AUG-2003				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (W25GlU) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001				
0002	NSN: 1095-00-073-9238 FSCM: 19204 PART NR: 11010077 SECURITY CLASS: Unclassified				
0002AA	PRODUCTION QUANTITY WITH FIRST ARTICLE	1000	EA	\$	\$
	NOUN: BAYONET-KNIFE PRON: M131S504M1 PRON AMD: 01 AMS CD: 070011HFAG4				
	Packaging and Marking				

Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-T-0208 MOD/AMD

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination Government Approval/Disapproval Days: 112				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H093064A158 W25G1U J 1 DEL REL CD QUANTITY DEL DATE 001 1,000 31-AUG-2003				
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001				
0002AB	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV	1000	EA	\$	\$
	NOUN: BAYONET-KNIFE PRON: M131S504M1 PRON AMD: 01 AMS CD: 070011HFAG4				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H093064A158 W25G1U J 1 DEL REL CD QUANTITY DEL DATE 001 1,000 31-AUG-2003				
	FOB POINT: Origin SHIP TO: PARCEL POST ADDRESS (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001				
0003	SECURITY CLASS: Unclassified				

Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-T-0208 MOD/AMD

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Name of Offeror or Contractor:

	Name of Offeror or Contractor:					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
AAE000	DATA ITEM			\$** NSP_**	\$** NSP **	
	Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in Contract Data Requirements Lists (DD Form 1423), Exhibits A and B.					
	A DD 250 is not required. (End of narrative B001)					
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination					

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

7 52.210-4501 TACOM-RI DRAWINGS/SPECIFICATION

MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 8448476 with revisions in effect as of 10/09/02 (except as follows):

CLIN 0001AA - NO EXCEPTIONS

Drawings and Specification in accordance with enclosed Technical Data Package Listing - TDPL 11010077 with revisions in effect as of 10/008/02 (except as follows):

CLIN 0002AA -

Cancelled Specs Replacement

MIL-B-1309 MIL-B-1309E, dtd: 5-8-75, w/Amend #1, dtd:

06/22/92

MIL-STD-109 ISO 8402,ASQC A8402

DOCUMENT DELETE SUBSTITUTE

ALL SQAPS MIL-STD-105 & AQLS MIL-STD-1916 VL IV FOR MAJOR &

VL II FOR MINOR CHARACTERISTICS

On QAP 11010066 Pg. 1, PART 1 under NUMBER delete SQAP-APPENDIX-RIA AND SUBSTITUTE MIL-W-63150. For Minor Defect 207 add "(See MIL-W-e3150)" after "Workmanship". Pg. 2 under PART III-CERTIFICATION REQUIREMENTS add "The Certification Provisions of MIL-W-63150 for Certificates of Conformance (COC) shall apply. Certificates of Conformance are required for Defect Nos. 401, 402, 403, and 404."

On SQAP 11010068 Pg. 1, PART 1 under NUMBER delete SQAP-APPENDIX-RIA and substitute MIL-W-63150. For Minor Defect 209 add "(See MIL-W-63150)" after "Workmanship".

On SQAP 11010069 Pg.1, PART 1 under NUMBER delete SQAP-APPENDIX-RIA and substitute MIL-W-63150. For Minor Defect 208 add "(See MIL-W-63150)after "Workmanship". Pg. 2 under PART III CERTIFICATION REQUIREMENTS add "The Certification Provisions of MIL-W-63150 for Certificates of Conformance Certification Provisions of MIL-W-63150 for Certificates of Conformance (COC) shall apply. Certificates of Conformance are required for Defect Nos. 301, 302, & 303."

On SQAP 11010078 In Paragraph 1, delete SQAP-APPENDIX-RIA and substitute MIL-W-63150. Also delete "except paragraph 3.1.1.(a) applies to minor defects only".

Delete Paragraphs 3, 3.1, 3.3, 4, 4.1, & 4.2 in their entirety and replace with the following:

TABLE II SPECIAL SAMPLING PROCEDURE

Salt Spray. Four (4) specimens shall be selected at random from each lot and tested in accordance with STM-1. The specimens shall meet the requirements of DOD-P-16232.

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

PART III-CERTIFICATION PROVISIONS

The Certification Provisions of MIL-W-63150 for Certificates of Conformance (COC) shall apply. Certificates of Conformance are required for Defect nos 301, 302 & 303".

NUMBER	CHARACTERISTICS	TEST DATA TO COMPLYe
301	Material	Dwg 11010078
302	Phosphate Coating	Dwg 11010078
303	Oil treatment	Dwg 11010078

PART IV TEST METHODS AND PROCEDURES-W-63150 for Certificates of STM-1 Salt Spray. This test shall be conducted in accordance with

B117 using 5% salt solution.

In Paragraph 5 delete QQ-S-634, QQ-S-637. SQAP-APPENDIX-RIA, and add MIL-W-63150, MIL-STD-171, ASTM B117 & DOD-P-16232.

"The following Government Acceptance Inspection Equipment (AIE) designs drawings, cited elsewhere in the technical data, are appropriate for use during performance of this contract to inspect the applicable characteristics

o All AIE designs specified for critical Characteristics/Defects

o Other -Lists by citing individual drawing numbers or equipment list(s).

NONE

All other Government AIE designs which are cited in the Technical Data Package List or in any of the documents in the technical data package are no longer being maintained by the Government, may not reflect the latest component configuration and are, therefore, included for information purposes only. Except for the AIE designs listed above, the contractor is reponsible for the design and submission to the Government for review of all other AIE in accordance with Clause -N/A-_specified elsewhere in Section E of this contract."

(CS6100)

52.211-4505 AVAILABLE TECHNICAL DATA PACKAGE (TDP) APR/2000

a. The Technical Data Packages (TDPs) for this solicitation is currently accessible on the Internet in the National Stock Number/TDP column of the Open Solicitations Web Page listing associated with this solicitation (address: http://aais.ria.army.mil/aais/Padds web/index.html). Contractors who are interested in bidding, offering, or quoting on the item(s)

being solicited must download a copy of the TDP so that they will have access to the TDP in accordance with the solicitation. Hard copies of the TDP will NOT be provided during the solicitation process. At time of award, the TDP will continue to be accessible on the Internet on the Award Web Page for an additional 30 days.

(End of Clause)

(CS7102)

PACKAGING AND MARKING

9 52.211-4503 TACOM-RI

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Name of Offeror or Contractor:

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL Level of Packing: COMMERCIAL Quantity Per Unit Package: 001

Quantity of Unit Packages Per Intermediate Container: SEE PARA 3

- (1) Packaging Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
- (i) Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (ii) Preservation Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- (iii) Cushioning Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
 - (2) Unit package:
- (i) Unit Package A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.
- (ii) Unit Package Quantity Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.
 - (3) Intermediate Package:
- (i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.
 - (4) Packing:
- (i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
- (ii) Shipping Containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 mAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

- e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
 - g. SUPPLEMENTAL INSTRUCTIONS:

CLIN 0001AA - N/A

CLIN 0002AA - A protective sleeve/folder made of ASMT D 4727 (fiberboard) shall cover both sides of the blade and shall extend 1/4 inch beyond the tip of the blade. Secure edges of folder together with tap.

The SPI may be used as reference.

(End of clause)

(DS6413)

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/

or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

10 52.246-2

INSPECTION OF SUPPLIES - FIXED-PRICE

AUG/1996

11 52.246-11

HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

CLIN 0001AA - Scabbard, Bayonet

Title	Number	Date	Tailoring
() Quality Management Systems - Requirements	ISO 9001:2000 1	3 DEC 2000	tailored by excluding paragraphs 7.2, 7.3, 7.4, 7.5.1 and 7.5.2
() Quality Systems - Model for QA	ISO 9003 1	8 JUL 1994	untailored
CLIN 0002AA - Bayonet, Knife			
() Quality Management Systems - Requirements	ISO 9001:2000 1	3 Dec 2000	tailored by excluding paragraphs 7.2, 7.3,7.4, 7.5.1 and 7.5.2.

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Name of Offeror or Contractor:

) Quality Systems - Model QA

ISO 9003

18 JUL 1994

untailored

(End of clause)

(EF6002)

12 52.209-4512 FIRST ARTICLE TEST (CONTRACTOR TESTING)
TACOM-RI

MAR/2001

- a. The first article shall consist of:
- 5 each of each component listed on TDPL 11010077 applies to Clin 0002 only

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

- b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.
- c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:
- (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.
- (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
- (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
- (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.
- (5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.
- d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.
- e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to AMSTA-AR-QAW-C.
- f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the

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Name of Offeror or Contractor:

Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

- 13 52.246-4503 ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL JAN/1999
 TACOM-RI PROCESS CONTROL (SPC))
- (a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.
- (b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:
 - (1) Identification of the specific inspections and tests to be reduced or eliminated.
- (2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.
- (3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.
 - (4) The results of a process performance study, and if available, the results of a process capability study.
 - (5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:
 - (i) The process is in a state of statistical control using SPC control chart methods.
- (ii) Variable data: for Critical characteristics a CPK =/> 2.00 (or equivalent capability) is achieved; for Major characteristics a CPK =/> 1.33 (or equivalent capability) is achieved.
- (iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.
- (c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.
- (d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.
- (e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

(End of clause)

(ES7019)

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TACOM-RI

- a. Rework and Repair are defined as follows:
- (1) Rework The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
- (2) Repair The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

15 52.246-4531 ACCEPTANCE INSPECTION EQUIPMENT (AIE)

MAR/2001

- (a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.
- (b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.
- (c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.
- (d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.
- (e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.
- (f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.
- (g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.
- (h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

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(End of clause)

(ES7002)

16 52.246-4532 DESTRUCTIVE TESTING MAY/1994 TACOM-RI

- a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.
- b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.
- c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.
- d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.
- e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

18 52.247-29 F.O.B. ORIGIN JU 19 52.247-34 F.O.B. DESTINATION NO	APR/1984 JAN/1991	,	. ORIGIN - MINIMUM SIZE OF SHIPMENTS . ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	52.247-61 52.247-65	21 22
18 52.247-29 F.O.B. ORIGIN JU 19 52.247-34 F.O.B. DESTINATION NO	,	APR/1	ORIGIN - MINIMUM SIZE OF SHIPMENTS	52.247-61	21
	NOV/1991				
17 52.242-17 GOVERNMENT DELAY OF WORK AP	JUN/1988	JUN/1	. ORIGIN	52.247-29	18
	APR/1984	APR/1	NMENT DELAY OF WORK	52.242-17	17

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

CONTRACT MICH CHIEFE	Reference No. of Document Bei	ing Continued	Page 17 of 30
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- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
 - (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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SPECIAL CO	NTRACT	REQUIREMENTS
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This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

> http://www.arnet.gov/far/ www.acq.osd.mil/dp/dars or

If the clause requires additional or unique information, then that information is provided immediately after the clause title. (HA7001)

24	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA - ALTER	NATE III	MAY/2002
25	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL IN	FORMATION	MAY/1993
The bidder/of section.	feror is to fill :	in the 'Shipped From' address, if different	from 'Place of Performance	' indicated elsewhere in this
Shi	pped From:			
For contracts	s involving F.O.B.	Origin shipments furnish the following rail	information:	
Does Shipping	Point have a priv	vate railroad siding? YES NO		
If YES, give	name of rail carr	ier serving it:		
If NO, give r	name and address o	f nearest rail freight station and carrier s	erving it:	
Rail Freight	Station Name and	Address:		
Serving Carri	er:			
		(End of Clause)		
(HS7600)				
CONTRACT CLAU				
request, the	Contracting Office	or more clauses by reference, with the same er will make their full text available. Als		
these address	ses:	http://www.arnet.gov/far/ or ww	w.acg.osd.mil/dp/dars	
		-100p //		

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

26	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
27	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990

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28	52.222-19	CHILD LAE	OR - COOPERATION WITH AUTHORITIES AND F	REMEDIES	SEP/2002			
29	52.222-21	PROHIBITI	ON OF SEGREGATED FACILITIES		FEB/1999			
30	52.232-18	AVAILABIL	ITY OF FUNDS		APR/1984			
31	52.232-33		PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION					
32	52.242-10	F.O.B. OR	IGIN - GOVERNMENT BILLS OF LADING OR PR	REPAID POSTAGE	APR/1984			
33	52.243-1	CHANGES -	FIXED PRICE		AUG/1987			
34	52.246-1	CONTRACTO	R INSPECTION REQUIREMENTS		APR/1984			
35	252.204-7003 DFARS	CONTROL C	F GOVERNMENT PERSONNEL WORK PRODUCT		APR/1992			
36	252.225-7001 DFARS	BUY AMERI	CAN ACT AND BALANCE OF PAYMENTS PROGRAM	1	APR/2003			
37	252.225-7025 DFARS	RESTRICTI	ON ON ACQUISITION OF FORGINGS		APR/2003			
38	252.231-7000 DFARS	SUPPLEMEN	TAL COST PRINCIPLES		DEC/1991			
39	252.242-7000 DFARS	POSTAWARD	CONFERENCE		DEC/1991			
40	252.242-7003 DFARS	APPLICATI	ON FOR U.S. GOVERNMENT SHIPPING		DEC/1991			
41	252.243-7001 DFARS	PRICING C	F CONTRACT MODIFICATIONS		DEC/1991			
42	252.244-7000 DFARS	SUBCONTRA CONTRACTS	CTS FOR COMMERCIAL ITEMS AND COMMERCIAN)	L COMPONENTS (DOD	MAR/2000			
43	252.246-7000 DFARS	MATERIAL	INSPECTION AND RECEIVING REPORT		MAR/2003			
44	52.213-4	TERMS AND	CONDITIONS - SIMPLIFIED ACQUISITIONS	OTHER THAN COMMERCIAL	APR/2003			

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):
 http://www.arnet.gov/far/

or

www.acq.osd.mil/dp/dars

(IF8001)

45 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1990

- a. This solicitation includes an evaluated option (See Section ${\tt M}$).
- b. The Government reserves the right to increase the quantity of item(s) Clin 0001 and/or Clin 0002-1- by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.
- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) Clin 0001 and/or Clin 0002 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time preceding 30 days before the last devliery by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
 - f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
 - g. Offered Unit Prices for the Option Quantities are:

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Name of Offeror or Contractor:

Evaluat	ed	Option
(FOB	Ωī	rigin)

_____ CLIN 0001

_____ CLIN 0002

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

46 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE JAN/199

- (a) The Contractor shall test 5 unit(s) of Lot/Item 0002AA as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.
- (b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked ''FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____.'' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.
- (c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.
- (h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.
 - (i) The Contractor shall produce both the first article and the production quantity at the same facility.
- * (See instructions regarding submission of First Article clause)
- ** (See Schedule B)

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(IF7116)

47 52.215-8

ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

48 52.242-12

REPORT OF SHIPMENT (RESHIP)

JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a ''Report of Shipment'' or ''RESHIP FOR T.O.''

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY*

IN CAR NO.XX 123456**-GBL***-C98000031****CONTRACT DLA....ETA****-JUNE 5 JONES & CO., JERSEY CITY, N.J.

*Name of rail carrier, trucker, or other carrier.

- **Vehicle identification.
- ***Government bill of lading.
- ****If not shipped by GBL, identify lading document and state whether by paid by contractor.
- *****Estimated time of arrival.

(End of Clause)

(IF7221)

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Name of Offeror or Contractor:

49 52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

- 50 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
- (a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at http://www.dcma.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--
 - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:
Facility:
Military or Federal Specification or Standard:
Affected Contract Line Item Number, Subline Item Number, Component, or Element:

- (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is lan acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -
- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

CONTINUATION SHEET

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PIIN/SIIN DAAE 20-03-T-0208 MOD/AMD

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LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Exhibit A	DD FORM 1423-CONTRACT DATA REQUIREMENTS LIST	16-DEC-2002	003	
Attachment 001	DOCUMENT SUMMARY LIST		002	
Attachment 002	TECH DATA AVAILABLE ON THE WEB			

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at http://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of <u>Addenda</u>	Title	<u>Date</u>	Number of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	010CT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)

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REPRESENT	ATIONS	S, CERTIFIC	CATIONS,	AND O	THER S	STATEME	ENTS	OF OFF	ERORS													
This docu	ment i	incorporate	es one of	r more	provi	isions	by r	eferen	ce, with	n the	same	force	and	effect	as i	f they	were	given	in f	ull t	ext.	Upo
request,	the Co	ontracting	Officer	will ı	make t	heir f	ull	text a	vailable	e. Al	so,	the ful	ll te	xt of	a pro	vision	may 1	be acc	essed	elec	tronio	al
at these	addres	sses:																				
					h	nttp://	www.	arnet.	gov/far,	′ 0	r	www.ac	cq.os	d.mil/	dp/da:	rs						

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(KA7001)

(KA700	1)						
5	1	52.204-6	DATA UNIVERSAL NUN	MBERING SYSTEM (DUN	S) NUMBER		JUN/1999
	2)(1) The	52.219-1 North American	SMALL BUSINESS PRO Industry Classificat	OGRAM REPRESENTATION		isition is 332995.	APR/2002
(2) The s	mall business siz	ze standard is 3489				
			ze standard for a co				an on a construction or servi
(b) Repre	esentations. (1)	The offeror repres	sents as part of it	s offer that it	is,is not	a small business concern.
	r represe) of this provision.) The rn as defined in 13 CFR
			offeror represented ts offer that it) of this provision.) The
		elete only if the ents as part of it		d itself as a small	business concern in	n paragraph (b)(1)	of this provision.] The
a vete			concern.				
provis			offeror represented ents as part of its		an-owned small busi	ness concern in pa	aragraph (b)(4) of this
	is not ice-disab	oled veteran-owned	d small business cor	ncern.			
		ete only if offer part of its offer		elf as small busine	ss concern in parag	raph (b)(1) of thi	is provision). The offeror
	i) it is is not						
mainta	one small	business concern the Small Business		nd no material chan	ge in ownership and	control, principa	Zone Small Business Concerns al place, or HUBZone employee CFR part 126; and
a ioin		is is not	ith the requirements	s of 13 CFR part 12	6. and the represen	tations in paragra	aph (b)(4)(i) of this provisi
J				<u>-</u>			, , , , = p-01101

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check

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Name of Offeror or Contractor:

the category in which its ownership falls]:
Black American.
Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Mac Hong Kong, Fiji, Tonga, Kirbati, Tuvalu, or Naura).
Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.
(c) Definitions. As used in this provision -
"Service-disabled veteran-owned small business concern" -
(1) Means a small business concern -
(i) NOt less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less that 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the

"Veteran-owned small business concern" means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veteran (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The management and daily business operations of which are controlled by one or more veterans.

case of a veteran with permanent and sever disability, the spouse or permanent caregiver of such veteran.

"Women-owned small business concern," as used in this provision, means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and

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(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6014)

53 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

PRICE

ITEM QUANTITY QUOTATION TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

(KF7003)

54 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

FEB/1999

The offeror represents that -

- (a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It () has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

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55 52.222-25

AFFIRMATIVE ACTION COMPLIANCE

APR/1984

The offeror represents that (a) it

- () has developed and has on file,
- () has not developed and does not have on file,
- at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it
- () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acg.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

56 52.233-2 SERVICE OF PROTEST

AUG/1996

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-RI, ATTN: AMSTA-LC-CSC-C/CONTRACTING OFFICER, ROCK ISLAND, ILLINOIS 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)
 - (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6255)

57 52.252-5

AUTHORIZED DEVIATIONS IN PROVISIONS

APR/1984

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

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58 52.215-4510 TACOM-RI ELECTRONIC BIDS/OFFERS

NOV/2001

- 1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.
- 2. Bidders/Offerors/Quoters are required to submit their bids/offers/quotes for this solicitation via electronic response on the TACOM-RI Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047.

NOTE: ELECTRONIC RESPONSES: You may submit multiple files against a solicitation. However, all the files must only pertain to the one solicitation. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately and must be properly identified.

FACSIMILE RESPONSES: Facsimile bids or offers should only be sent to our secure facsimile machine at Area Code 309 782-2047. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately against that solicitation, and must be properly identified.

TACOM-RI will not be responsible for electronic or facsimile responses that are not submitted correctly and/or are improperly identified.

3. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

https://aaisbids.ria.army.mil and click on the icon for additional information.

- 4. Assuming that your bid/proposal/quote was transmitted successfully electronically, you will receive the following message:
- "A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

<https://aais.ria.army.mil/aais/Padds_web/index.html>."

- 5. If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.
- 6. Bids/Proposals/Quotes must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors/Quoters bear the responsibility of timely transmission of their bids/offers/quotes to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

(End of Provision)

(LS7011)

59 52.215-4511

ELECTRONIC AWARD NOTICE

FEB/2002

- a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.
- b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.
 - c. Notice of award to unsuccessful offerors shall be issued only via the Federal Business Opportunities (FedBusOpps)or

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electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the FeDBusOpps to determine if an award has been made. In this event, the vendor's failure to check the FedBusOpps to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's	Electronic	Mail	Address:				
				(End	of	provisio	n)

(LS7013)

EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

60 52.217-5 EVALUATION OF OPTIONS

JUL/1990

- a. Prices submitted for the evaluated option quantity will be included in the evaluation for award. Prices submitted for the unevaluated option quantity will not be included in the evaluation for award.
- b. The Government will evaluate offers for award purposes by adding the total price for the evaluated option to the total price for the basic requirement. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes. Evaluation of options will not obligate the Government to exercise the option(s).
- c. If varying prices, depending on the quantities actually ordered and the dates when ordered, are submitted for the evaluated option, the Government will evaluate the total evaluated option quantity by using the highest option price offered.
 - d. If an offeror takes exception to the evaluated option, the Government may reject that offer as nonresponsive/unacceptable.

(End of Provision)

(MF7010)

61 52.215-4507 EVALUATION OF OFFERS TACOM-RI

MAR/1988

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)

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SECTION A -	SUPPLEMENTAL	INFORMATION		
AUTO	AA7020	HQ, DA	01-JUL-1993	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES
AUTO	AS7006	52.201-4501 TACOM-RI	01-APR-2002	NOTICE ABOUT TACOM-RI OMBUDSMAN
AUTO	AS7003	52.210-4516 TACOM-RI	01-JUN-1998	COMMERCIAL EQUIVALENT ITEM(S)
AUTO	AS7008	52.211-4506 TACOM-RI	01-DEC-1997	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS
AUTO	AS7004	52.215-4503 TACOM-RI	01-FEB-2002	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED
AUTO	AS7010	52.233-4503 TACOM-RI	01-JUN-1998	AMC-LEVEL PROTEST PROGRAM
AUTO/DEL	AS7502	52.246-4538 TACOM-RI	01-JUN-1998	AS7502, CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2, WAS DELETED 24 APR 03 WITHOUT REPLACEMENT

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

CHANGED CS6100 52.210-4501 01-MAR-1988 DRAWINGS/SPECIFICATION

TACOM-RI

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 8448476 with revisions in effect as of 10/09/02 (except as follows):

CLIN 0001AA - NO EXCEPTIONS

Drawings and Specification in accordance with enclosed Technical Data Package Listing - TDPL 11010077 with revisions in effect as of 10/008/02 (except as follows):

CLIN 0002AA -

Cancelled Specs Replacement

MIL-B-1309 MIL-B-1309E, dtd: 5-8-75, w/Amend #1, dtd:

06/22/92

MIL-STD-109 ISO 8402,ASQC A8402

DOCUMENT DELETE SUBSTITUTE

On QAP 11010066 Pg. 1, PART 1 under NUMBER delete SQAP-APPENDIX-RIA AND SUBSTITUTE MIL-W-63150. For Minor Defect 207 add "(See MIL-W-e3150)" after "Workmanship". Pg. 2 under PART III-CERTIFICATION REQUIREMENTS add "The Certification Provisions of MIL-W-63150 for Certificates of Conformance (COC) shall apply. Certificates of Conformance are required for Defect Nos. 401, 402, 403, and 404."

On SQAP 11010068 Pg. 1, PART 1 under NUMBER delete SQAP-APPENDIX-RIA and substitute MIL-W-63150. For Minor Defect 209 add "(See MIL-W-63150)" after "Workmanship".

On SQAP 11010069 Pg.1, PART 1 under NUMBER delete SQAP-APPENDIX-RIA and substitute MIL-W-63150. For Minor Defect 208 add "(See MIL-W-63150)after "Workmanship". Pg. 2 under PART III CERTIFICATION REQUIREMENTS add "The Certification Provisions of MIL-W-63150 for Certificates of Conformance Certification Provisions of MIL-W-63150 for Certificates of Conformance (COC) shall apply. Certificates of Conformance are required for Defect Nos. 301, 302, & 303."

On SQAP 11010078 In Paragraph 1, delete SQAP-APPENDIX-RIA and substitute MIL-W-63150. Also delete "except paragraph 3.1.1.(a) applies to minor defects only".

Delete Paragraphs 3, 3.1, 3.3, 4, 4.1, & 4.2 in their entirety and replace with the following:

TABLE II SPECIAL SAMPLING PROCEDURE

Salt Spray. Four (4) specimens shall be selected at random from each lot and tested in accordance with STM-1. The specimens shall meet the requirements of DOD-P-16232.

PART III-CERTIFICATION PROVISIONS

The Certification Provisions of MIL-W-63150 for Certificates of Conformance (COC) shall apply. Certificates of Conformance are required for Defect nos 301, 302 & 303".

NUMBER	CHARACTERISTICS	TEST DATA TO COMPLYe
301	Material	Dwg 11010078
302	Phosphate Coating	Dwg 11010078
303	Oil treatment	Dwg 11010078

PART IV TEST METHODS AND PROCEDURES-W-63150 for Certificates of STM-1 Salt Spray. This test shall be conducted in accordance with ${\tt ASTM}$

B117 using 5% salt solution.

In Paragraph 5 delete QQ-S-634, QQ-S-637. SQAP-APPENDIX-RIA, and add MIL-W-63150, MIL-STD-171, ASTM B117 & DOD-P-16232.

"The following Government Acceptance Inspection Equipment (AIE) designs drawings, cited elsewhere in the technical data, are appropriate for use during performance of this contract to inspect the applicable characteristics

o All AIE designs specified for critical Characteristics/Defects

o Other -Lists by citing individual drawing numbers or equipment list(s).

NONE

All other Government AIE designs which are cited in the Technical Data Package List or in any of the documents in the technical data package are no longer being maintained by the Government, may not reflect the latest component configuration and are, therefore, included for information purposes only. Except for the AIE designs listed above, the contractor is reponsible for the design and submission to the Government for review of all other AIE in accordance with Clause -N/A-_specified elsewhere in Section E of this contract."

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(CS6100)

CHANGED CS7102 52.211-4505 01-APR-2000 AVAILABLE TECHNICAL DATA PACKAGE (TDP)

TACOM RI

a. The Technical Data Packages (TDPs) for this solicitation is currently accessible on the Internet in the National Stock Number/TDP column of the Open Solicitations Web Page listing associated with this solicitation (address: http://aais.ria.army.mil/aais/Padds_web/index.html). Contractors who are interested in bidding, offering, or quoting on the item(s) being solicited must download a copy of the TDP so that they will have access to the TDP in accordance with the solicitation. Hard copies of the TDP will NOT be provided during the solicitation process. At time of award, the TDP will continue to be accessible on the Internet on the Award Web Page for an additional 30 days.

(End of Clause)

(CS7102)

SECTION D - PACKAGING AND MARKING

CHANGED DS6413 52.211-4503 01-FEB-2000 PACKAGING REQUIREMENTS (COMMERCIAL)

TACOM-RI

- a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.
 - b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL Level of Packing: COMMERCIAL Quantity Per Unit Package: 001 Quantity of Unit Packages Per Intermediate Container: SEE PARA 3

- (1) Packaging Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
- (i) Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (ii) Preservation Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- (iii) Cushioning Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
 - (2) Unit package:
- (i) Unit Package A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.
- (ii) Unit Package Quantity Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.
 - (3) Intermediate Package:
- (i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.
 - (4) Packing:

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- (i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items
- (ii) Shipping Containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 mAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.
- e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
 - g. SUPPLEMENTAL INSTRUCTIONS:

CLIN 0001AA - N/A

CLIN 0002AA - A protective sleeve/folder made of ASMT D 4727 (fiberboard) shall cover both sides of the blade and shall extend 1/4 inch beyond the tip of the blade. Secure edges of folder together with tap.

The SPI may be used as reference.

(End of clause)

(DS6413)

SECTION E - INSPECTION AND ACCEPTANCE

ADDED EF0001 52.246-2 01-AUG-1996 INSPECTION OF SUPPLIES - FIXED-PRICE

CHANGED EF6002 52.246-11 01-FEB-1999 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

CLIN 0001AA - Scabbard, Bayonet

Title Number Date Tailoring

() Quality Management Systems - Requirements ISO 9001:2000 13 DEC 2000 tailored by excluding paragraphs

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7.2, 7.3, 7.4, 7.5.1 and 7.5.2

() Quality Systems - Model for QA ISO 9003 18 JUL 1994 untailored

CLIN 0002AA - Bayonet, Knife

() Quality Management Systems - Requirements ISO 9001:2000 13 Dec 2000 tailored by excluding paragraphs 7.2, 7.3,7.4, 7.5.1 and 7.5.2.

() Quality Systems - Model QA ISO 9003 18 JUL 1994 untailored

(End of clause)

(EF6002)

CHANGED ES6016 52.209-4512 01-MAR-2001 FIRST ARTICLE TEST (CONTRACTOR TESTING)
TACOM-RI

a. The first article shall consist of:

5 each of each component listed on TDPL 11010077 applies to Clin 0002 only

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (OAPs) and all drawings listed in the Technical Data Package.

- b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.
- c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:
- (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.
- (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
- (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
- (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.
- (5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.
- d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.
- e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual

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inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to AMSTA-AR-QAW-C.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

CHANGED ES7019 52.246-4503 01-JAN-1999 ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL TACOM-RI PROCESS CONTROL (SPC))

- (a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no quarantee such requests will be accepted.
- (b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:
 - (1) Identification of the specific inspections and tests to be reduced or eliminated.
- (2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.
- (3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.
 - (4) The results of a process performance study, and if available, the results of a process capability study.
 - (5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:
 - (i) The process is in a state of statistical control using SPC control chart methods.
- (ii) Variable data: for Critical characteristics a CPK =/> 2.00 (or equivalent capability) is achieved; for Major characteristics a CPK =/> 1.33 (or equivalent capability) is achieved.
- (iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.
- (c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.
- (d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.

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(e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

(End of clause)

(ES7019)

ADDED	ES7012	52.246-4528 TACOM-RI	01-MAY-1994	REWORK AND REPAIR OF NONCONFORMING MATERIAL
ADDED	ES7002	52.246-4531 TACOM-RI	01-MAR-2001	ACCEPTANCE INSPECTION EQUIPMENT (AIE)
ADDED	ES7011	52.246-4532 TACOM-RI	01-MAY-1994	DESTRUCTIVE TESTING
SECTION F -	DELIVERIES O	R PERFORMANCE		
AUTO	FF0028	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK
ADDED	FF0031	52.247-29	01-JUN-1988	F.O.B. ORIGIN
ADDED	FF0036	52.247-34	01-NOV-1991	F.O.B. DESTINATION
ADDED	FF0038	52.247-48	01-FEB-1999	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT
ADDED	FF0023	52.247-61	01-APR-1984	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS
ADDED	FF0037	52.247-65	01-JAN-1991	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS
ADDED	FS7240	52.247-4531 TACOM-RI	01-MAY-1993	COGNIZANT TRANSPORTATION OFFICER
SECTION H -	SPECIAL CONT	RACT REQUIREMENT	S	
AUTO	HA0762	252.247-7023 DFARS	01-MAY-2002	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III
AUTO/DEL	HD7013	DRAFT CLAUSE	01-FEB-2003	CONTRACTOR DEPLOYMENT ON MILITARY OPERATIONS
AUTO	HS7600	52.247-4545 TACOM-RI	01-MAY-1993	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION
SECTION I -	CONTRACT CLA	USES		
AUTO	IF0008	52.211-5	01-AUG-2000	MATERIAL REQUIREMENTS
AUTO	IF0010	52.211-15	01-SEP-1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
AUTO	IF0181	52.222-19	01-SEP-2002	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES
AUTO	IF0486	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
ADDED	IF0093	52.232-18	01-APR-1984	AVAILABILITY OF FUNDS
AUTO	IF0015	52.232-33	01-MAY-1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR

REGISTRATION

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ADDED	IF0102	52.242-10	01-APR-1984	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE
AUTO	IF0159	52.243-1	01-AUG-1987	CHANGES - FIXED PRICE
ADDED	IF0285	52.246-1	01-APR-1984	CONTRACTOR INSPECTION REQUIREMENTS
AUTO	IA0601	252.204-7003 DFARS	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
AUTO	IA0732	252.225-7001 DFARS	01-APR-2003	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
AUTO/DEL	IA0736	252.225-7009 DFARS	01-AUG-2000	IA0736, DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) WAS DELETED 15 APR 03 WTIHOUT REPLACEMENT
ADDED	IA0747	252.225-7025 DFARS	01-APR-2003	RESTRICTION ON ACQUISITION OF FORGINGS
AUTO	IA0515	252.231-7000 DFARS	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
AUTO	IA0523	252.242-7000 DFARS	01-DEC-1991	POSTAWARD CONFERENCE
ADDED	IA0531	252.242-7003 DFARS	01-DEC-1991	APPLICATION FOR U.S. GOVERNMENT SHIPPING
AUTO	IA0526	252.243-7001 DFARS	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
ADDED	IA0762	252.244-7000 DFARS	01-MAR-2000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)
AUTO	IA0536	252.246-7000 DFARS	01-MAR-2003	MATERIAL INSPECTION AND RECEIVING REPORT
AUTO/CHANG	E IF8001	52.213-4	01-APR-2003	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):
 http://www.arnet.gov/far/
 or

www.acq.osd.mil/dp/dars

(IF8001)

CHANGED IF6080 52.217-6 01-MAR-1990 EVALUATED OPTION FOR INCREASED QUANTITY

- a. This solicitation includes an evaluated option (See Section M).
- b. The Government reserves the right to increase the quantity of item(s) Clin 0001 and/or Clin 0002-1- by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.
- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) Clin 0001 and/or Clin 0002 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time preceding 30 days before the last devliery by giving written notice to the Contractor.

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- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
 - f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
 - g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>
Evaluated Option	
(F.O.B. Origin)	\$ CLIN 0001
	\$ CLIN 0002

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

CHANGED IF7116 52.209-3 01-JAN-1997 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II

- (a) The Contractor shall test 5 unit(s) of Lot/Item 0002AA as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.
- (b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked ''FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____.'' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.
- (c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.
 - (h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called

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for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

- (i) The Contractor shall produce both the first article and the production quantity at the same facility.
- * (See instructions regarding submission of First Article clause)
- ** (See Schedule B)

(End of Clause)

(IF7116)

AUTO	IF7003	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
ADDED	IF7221	52.242-12	01-JUL-1995	REPORT OF SHIPMENT (RESHIP)
AUTO	IF7016	52.252-6	01-APR-1984	AUTHORIZED DEVIATIONS IN CLAUSES
AUTO	IA7009	252.211-7005 DFARS	01-FEB-2003	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

AUTO KF0005 52.204-6 01-JUN-1999 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

AUTO/CHANGE KF6014 52.219-1 01-APR-2002 SMALL BUSINESS PROGRAM REPRESENTATIONS - ALTERNATE I

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332995.
- (2) The small business size standard is 3489.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
 - (b) Representations. (1) The offeror represents as part of its offer that it____is,____is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it_____is,____is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that -

(i) it

___is is not

a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it

___is ___is not

- a service-disabled veteran-owned small business concern.
- (6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that -
 - (i) it

___is

is not

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a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it	
is	
is not	
a joint venture that complies with the requirements of 13 CFR part 126, and the	representations in paragraph $(b)(4)(i)$ of this provision
is accurate for the HUBZone small business concern, or concerns that are partic	ipating in the joint venture. [The offeror shall enter
the name or name of the HUBZone small business concern or concerns that are par	ticipating in the joint
venture:] Each HUBZone small business	concern participating in the joint venture shall submit a
separate signed copy of the HUBZone representation.	
(7) (Complete if the offeror represented itself as disadvantaged in parag	raph $(b)(2)$ of this provision). [The offeror shall check
the category in which its ownership falls]:	
Black American.	
Hispanic American.	
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiia	ns).
Asian-Pacific American) persons with origins from Burma, Thailand, Ma	laysia, Indonesia, Singapore, Brunei, Japan, China,
Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust	- · · · · · · · -
Republic of the Marshall Islands, Federated States of Micronesia, the Commonwea Hong Kong, Fiji,Tonga, Kirbati, Tuvalu, or Naura).	lth of the Northern Mariana Islands, Guam, Samoa, Macao,
Subcontinent Asian (Asian-Indian) American (persons with origins from	India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the
Maldives Islands, or Nepal).	
Individual/concern, other than one of the preceding.	
(c) Definitions. As used in this provision -	
"Service-disabled veteran-owned small business concern" -	

- (1) Means a small business concern -
- (i) NOt less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less that 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and sever disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veteran (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.

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- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6014)

AUTO	KF7003	52.207-4	01-AUG-1987	ECONOMIC PURCHASE QUANTITY - SUPPLIES
AUTO	KF7057	52.222-22	01-FEB-1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
AUTO	KF7020	52.222-25	01-APR-1984	AFFIRMATIVE ACTION COMPLIANCE

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO/CHANGE LF6255 52.233-2 01-AUG-1996 SERVICE OF PROTEST

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-RI, ATTN: AMSTA-LC-CSC-C/CONTRACTING OFFICER, ROCK ISLAND, ILLINOIS 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)
 - (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6255)

AUTO	LF7015	52.252-5	01-APR-1984	AUTHORIZED DEVIATIONS IN PROVISIONS
AUTO	LS7011	52.215-4510 TACOM-RI	01-NOV-2001	ELECTRONIC BIDS/OFFERS
AUTO	LS7013	52.215-4511 TACOM RI	01-FEB-2002	ELECTRONIC AWARD NOTICE

SECTION M - EVALUATION FACTORS FOR AWARD

CHANGED MF7010 52.217-5 01-JUL-1990 EVALUATION OF OPTIONS

a. Prices submitted for the evaluated option quantity will be included in the evaluation for award. Prices submitted for the

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unevaluated option quantity will not be included in the evaluation for award.

- b. The Government will evaluate offers for award purposes by adding the total price for the evaluated option to the total price for the basic requirement. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes. Evaluation of options will not obligate the Government to exercise the option(s).
- c. If varying prices, depending on the quantities actually ordered and the dates when ordered, are submitted for the evaluated option, the Government will evaluate the total evaluated option quantity by using the highest option price offered.
 - d. If an offeror takes exception to the evaluated option, the Government may reject that offer as nonresponsive/unacceptable.

(End of Provision)

(MF7010)

AUTO MS7100 52.215-4507 01-MAR-1988 EVALUATION OF OFFERS TACOM-RI